

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated June 18, 2024 and is between Quinn  
3 Company, a California corporation (“Contractor”), and the County of Fresno, a political  
4 subdivision of the State of California (“County”).

5 **Recitals**

6 A. The Department of Public Works and Planning – Resources Division (“Department”)  
7 requires specialized services to provide maintenance service for landfill equipment at the  
8 American Avenue Disposal Site (AADS) located at 18950 W. American Avenue, Kerman,  
9 California 93630.

10 B. The Contractor has been providing maintenance services on landfill equipment for the  
11 AADS over the last 40 years. Contractor is qualified and willing to provide County professional  
12 services required.

13 C. The Board of Supervisors has determined, in accordance with its Administrative Policy  
14 No. 34, that it would be in the best interest of the County to not issue a request for competitive  
15 bid or issue a request for proposal, and to proceed with the Contractor’s continued provision of  
16 those services for a limited period of time as specific herein, under the same essential terms as  
17 previously established between the parties, pursuant to the provisions of this Agreement.

18 The parties therefore agree as follows:

19 **Article 1**

20 **Contractor’s Services**

21 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
22 Exhibit A to this Agreement, titled “Scope of Services.”

23 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
24 able to perform all of the services provided in this Agreement.

25 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
26 applicable federal, state, and local laws and regulations in the performance of its obligations  
27 under this Agreement, including but not limited to workers compensation, labor, and  
28 confidentiality laws and regulations.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall:

4 (A) Coordinate all maintenance service activities for the Contractor.

5 (B) Provide a County Representative who will represent the County and will  
6 cooperate with the Contractor in connection with Contractor's performance of its duties  
7 and obligations under this Agreement, and who will provide such assistance as in  
8 appropriate and consistent with the provisions of this Agreement. Provided, however,  
9 that such cooperation between the County Representative and the Contractor shall not,  
10 in any way, diminish the Contractor's obligations under this Agreement. The Director  
11 either shall serve as, or designate another individual to serve as, the County  
12 Representative. The Contractor shall communicate and coordinate with the County  
13 Representative, who shall have the authority to approve the terms of any specific task of  
14 work being requested under this Agreement.

15 (C) Participate in meetings with Contractor, as required.

16 (D) Review reports and invoices submitted by the Contractor for completeness and  
17 accuracy.

18 (E) Cooperate with Contractor in developing and implementing appropriate  
19 guidelines, procedures, and criteria for reviewing the equipment's overall quality.

20 (F) Will provide Contractor with all preventive maintenance service information  
21 performed by the County to effectively utilize the VisionLink software and Condition  
22 Monitoring Program furnished by the Contractor.

23 (G) Utilize the Contractor to perform annual Technical Assessments to the Caterpillar  
24 equipment.

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1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
4 the performance of its services under this Agreement as described in Exhibit B to this  
5 Agreement. The hourly rates under Exhibit B may be renegotiated annually at Contractor's  
6 request by submitting the proposed changes to the County Representative at least sixty (60)  
7 days prior to the renewal date of this Agreement. Upon review and written approval of the  
8 County Representative, the County may authorize the change in rates. However, the total  
9 amount of the Maximum Annual Fee may not be increased except upon formal written  
10 Amendment to this Agreement, approved by the County's Board of Supervisors in accordance  
11 with Article 12.1 below.

12 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
13 under this Agreement is \$4,500,000 for the initial three-year term of this Agreement. In the event  
14 this Agreement is extended for its first optional one-year extension ("Year 4"), the total  
15 compensation payable to the Contractor under this Agreement is \$6,000,000. In the event this  
16 Agreement is extended for its final one-year extension ("Year 5"), the total compensation  
17 payable to the Contractor under this Agreement is \$7,500,000. In the event the total maximum  
18 compensation amount in the initial term and Year 4 is not fully expended, the remaining unspent  
19 funding amounts shall roll over to each subsequent term's established maximum compensation.

20 The Contractor acknowledges that the County is a local government entity and does so with  
21 notice that the County's powers are limited by the California Constitution and by State law, and  
22 with notice that the Contractor may receive compensation under this Agreement only for  
23 services performed according to the terms of this Agreement and while this Agreement is in  
24 effect, and subject to the maximum amount payable under this section. The Contractor further  
25 acknowledges that County employees have no authority to pay the Contractor except as  
26 expressly provided in this Agreement.



1 waiver or compromise of any default or breach of this Agreement by the Contractor existing at  
2 the time of the extension whether or not known to the County.

3 **Article 5**

4 **Notices**

5 5.1 **Contact Information.** The persons and their addresses having authority to give and  
6 receive notices provided for or permitted under this Agreement include the following:

7 **For the County:**

8 Landfill Operations Manager  
9 County of Fresno  
10 2220 Tulare St, 6<sup>th</sup> Floor  
11 Fresno, CA 93721  
12 Email: [landfill@fresnocountyca.gov](mailto:landfill@fresnocountyca.gov)  
13 Phone: (559) 600-4259

14 **For the Contractor:**

15 Bill Padgett/Devon Smith  
16 Quinn Company  
17 10273 S Golden State  
18 Selma, CA 93662

19 5.2 **Change of Contact Information.** Either party may change the information in section  
20 5.1 by giving notice as provided in section 5.3.

21 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
22 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
23 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
24 an overnight commercial courier service, or by Portable Document Format (PDF) document  
25 attached to an email.

26 (A) A notice delivered by personal service is effective upon service to the recipient.

27 (B) A notice delivered by first-class United States mail is effective three County  
28 business days after deposit in the United States mail, postage prepaid, addressed to the  
recipient.

(C) A notice delivered by an overnight commercial courier service is effective one  
County business day after deposit with the overnight commercial courier service,  
delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
the recipient.

1 (D) A notice delivered by PDF document attached to an email is effective when  
2 transmission to the recipient is completed (but, if such transmission is completed outside  
3 of County business hours, then such delivery is deemed to be effective at the next  
4 beginning of a County business day), provided that the sender maintains a machine  
5 record of the completed transmission.

6 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
7 nothing in this Agreement establishes, waives, or modifies any claims presentation  
8 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
9 of Title 1 of the Government Code, beginning with section 810).

## 10 **Article 6**

### 11 **Termination and Suspension**

12 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
13 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
14 are not allocated, then the County, upon at least 30 days' advance written notice to the  
15 Contractor, may:

- 16 (A) Modify the services provided by the Contractor under this Agreement; or
- 17 (B) Terminate this Agreement.

18 **6.2 Termination for Breach.**

19 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
20 occurred, the County may give written notice of the breach to the Contractor. The written  
21 notice may suspend performance under this Agreement, and must provide at least 30  
22 days for the Contractor to cure the breach.

23 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
24 time stated in the written notice, the County may terminate this Agreement immediately.

25 (C) For purposes of this section, a breach occurs when, in the determination of the  
26 County, the Contractor has:

- 27 (1) Obtained or used funds illegally or improperly;
- 28 (2) Failed to comply with any part of this Agreement;

- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

## **Article 7**

### **Independent Contractor**

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.



1 years after final payment under this Agreement. This section survives the termination of this  
2 Agreement.

3       **10.3 Public Records.** The County is not limited in any manner with respect to its public  
4 disclosure of this Agreement or any record or data that the Contractor may provide to the  
5 County. The County’s public disclosure of this Agreement or any record or data that the  
6 Contractor may provide to the County may include but is not limited to the following:

7           (A) The County may voluntarily, or upon request by any member of the public or  
8 governmental agency, disclose this Agreement to the public or such governmental  
9 agency.

10          (B) The County may voluntarily, or upon request by any member of the public or  
11 governmental agency, disclose to the public or such governmental agency any record or  
12 data that the Contractor may provide to the County, unless such disclosure is prohibited  
13 by court order.

14          (C) This Agreement, and any record or data that the Contractor may provide to the  
15 County, is subject to public disclosure under the Ralph M. Brown Act (California  
16 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

17          (D) This Agreement, and any record or data that the Contractor may provide to the  
18 County, is subject to public disclosure as a public record under the California Public  
19 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
20 with section 6250) (“CPRA”).

21          (E) This Agreement, and any record or data that the Contractor may provide to the  
22 County, is subject to public disclosure as information concerning the conduct of the  
23 people’s business of the State of California under California Constitution, Article 1,  
24 section 3, subdivision (b).

25          (F) Any marking of confidentiality or restricted access upon or otherwise made with  
26 respect to any record or data that the Contractor may provide to the County shall be  
27 disregarded and have no effect on the County’s right or duty to disclose to the public or  
28 governmental agency any such record or data.



1 “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to  
2 the County before commencing the transaction or immediately after.

3 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
4 a party and in which one or more of its directors, as an individual, has a material financial  
5 interest.

## 6 **Article 12**

### 7 **General Terms**

8 12.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this  
9 Agreement may not be modified, and no waiver is effective, except by written Agreement signed  
10 by both parties. The Contractor acknowledges that County employees have no authority to  
11 modify this Agreement except as expressly provided in this Agreement.

12 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
13 under this Agreement without the prior written consent of the other party.

14 12.3 **Governing Law.** The laws of the State of California govern all matters arising from  
15 or related to this Agreement.

16 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
17 County, California. Contractor consents to California jurisdiction for actions arising from or  
18 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
19 brought and maintained in Fresno County.

20 12.5 **Construction.** The final form of this Agreement is the result of the parties’ combined  
21 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
22 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
23 against either party.

24 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

25 12.7 **Headings.** The headings and section titles in this Agreement are for convenience  
26 only and are not part of this Agreement.

27 12.8 **Severability.** If anything in this Agreement is found by a court of competent  
28 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in

1 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
2 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
3 intent.

4       **12.9 Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
5 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
6 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
7 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
8 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
9 all applicable State of California and federal statutes and regulation.

10       **12.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
11 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
12 performance of any continuing or other obligation of the Contractor and does not prohibit  
13 enforcement by the County of any obligation on any other occasion.

14       **12.11 Entire Agreement.** This Agreement, including its exhibits, is the entire Agreement  
15 between the Contractor and the County with respect to the subject matter of this Agreement,  
16 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
17 publications, and understandings of any nature unless those things are expressly included in  
18 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
19 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
20 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
21 exhibits.

22       **12.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
23 create any rights or obligations for any person or entity except for the parties.

24       **12.13 Authorized Signature.** The Contractor represents and warrants to the County that:

25               (A) The Contractor is duly authorized and empowered to sign and perform its  
26 obligations under this Agreement.

1 (B) The individual signing this Agreement on behalf of the Contractor is duly  
2 authorized to do so and his or her signature on this Agreement legally binds the  
3 Contractor to the terms of this Agreement.

4 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual  
7 signing this Agreement to represent their signature, including but not limited to (1) a  
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
9 electronically scanned and transmitted (for example by PDF document) version of an  
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
12 equivalent to a valid original handwritten signature of the person signing this Agreement  
13 for all purposes, including but not limited to evidentiary proof in any administrative or  
14 judicial proceeding, and (2) has the same force and effect as the valid original  
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section  
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and  
20 satisfied the requirements of Government Code section 16.5, subdivision (a),  
21 paragraphs (1) through (5), and agrees that each other party may rely upon that  
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions  
24 under it by electronic means and either party may sign this Agreement with an original  
25 handwritten signature.

26 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 QUINN COMPANY  
3

COUNTY OF FRESNO

4 William Buchanan Digitally signed by William  
Buchanan  
Date: 2024.05.30 14:30:32 -07'00'

5 William Buchanan, Valley Region  
Manager

Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

6 10273 S. Golden State  
7 Selma, CA 93662

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

9

By:   
Deputy

10  
11 For accounting use only:

12 Org No.: 9026  
13 Account No.: 7205  
14 Fund No.: 0700  
15 Subclass No.: 15000  
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## Exhibit A

### Scope of Services

1  
2 A. Contractor will be responsible for performing all required maintenance services  
3 and operations necessary to conduct repair work on landfill equipment.

4 B. Contractor shall guarantee to County, that Contractor shall, in a good and  
5 workmanlike manner, make and complete all necessary repairs (excluding maintenance  
6 performed by County) to the landfill equipment within a mutually agreeable period by the  
7 County's Director of the Department of Public Works and Planning, or his/her designee. All such  
8 repairs shall be performed in a manner such that the landfill equipment functions properly and  
9 may be used in accordance with all manufacturer's specification, instructions, and warranty  
10 requirements, as well as all applicable laws and regulations. The Contractor shall use its best  
11 efforts to timely complete all repairs to the equipment within the period mutually agreed upon  
12 and understand that time is of the essence regarding such performance.

13 C. Contractor shall provide, on a monthly basis, for each specific item of Caterpillar  
14 equipment at the AADS, an equipment repair history report. The report shall include the service  
15 date, equipment number, serial number, number of hours, repair description, parts and labor  
16 costs, and total repair cost.

17 D. Contractor shall provide recommendations for service as to each specific item of  
18 Caterpillar equipment at the AADS.

19 E. During the term of this Agreement, the Contractor shall provide, at its sole  
20 expense and at not cost to the County, access to VisionLink software to monitor the health  
21 status of the Caterpillar landfill equipment at the AADS.

22 F. During the term of this Agreement, the Contractor shall provide, at its sole  
23 expense and at no cost to the County, the Caterpillar Condition Monitoring Service Program.

24 G. Contractor shall provide all maintenance personnel, equipment, supplies  
25 necessary for the maintenance services being provided, including but not limited to, diagnosing  
26 and testing of equipment, as well as transporting, recycling and/or disposing of all refuse  
27 generated as a result of the Contractor's performance of its maintenance and/or repair services  
28 provided hereunder.

## Exhibit A

1 H. Contractor shall provide and/or arrange management of personnel and  
2 equipment, including safety equipment for the protection of maintenance personnel. The  
3 Contractor shall provide all its personnel with adequate safety training and safety equipment.

4 I. Contractor shall ensure that its personnel adhere to all provisions of this  
5 Agreement and all applicable legal requirements while screening, testing, collecting, handling,  
6 packaging, transporting, treating, recycling and/or disposing of all waste handled during any  
7 maintenance and repair services provided by Contractor hereunder.

8 J. Contractor shall provide detailed invoices for services provided.

9 K. Contractor will be compensated for performance of its services under this  
10 Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation  
11 except as expressly provided in this Exhibit B. All costs and expenses incurred by the  
12 Contractor in connection with performing warranty repair, including, but not limited to, labor,  
13 labor overtime, parts, taxes, fees, charges, and environmental fees, shall be the sole  
14 responsibility of the Contractor.

15 L. Contractor shall provide a list of all personnel and subcontractors assigned to  
16 provide services, indicating appropriate training and/or certification and contact information.

17 M. Contractor shall perform all repairs in a thorough and professional manner and in  
18 accordance with standard practices followed by leading companies in the industry.

19 N. Contractor shall respond to all services requests within twenty-four (24) hours to  
20 conduct initial equipment evaluation.

21 O. Contractor must check in and out with the AADS Scalehouse via AADS provided  
22 two-way radio.

23 1. Prior to checking out, the Contractor shall ensure the AADS shop is cleaned  
24 prior to leaving.

25 P. Contractor is responsible for providing the County Disposal Site Supervisor, or in  
26 their absence, the County Lead Disposal Site Supervisor, with daily updates on equipment  
27 repairs. These updates should include the current status of equipment repairs, including  
28 information on parts lead time and estimated completion timeframe. Additionally, the Contractor

## Exhibit A

1 must promptly notify the supervisor when repairs have been completed and the equipment is  
2 safe to operate.

3           1. Contractor shall provide prompt notification to the Site Supervisor when  
4 additional assistance or equipment is necessary. Examples include alerting the supervisor when  
5 a Contractor requires another piece of equipment for jump-starting, when assistance from AADS  
6 staff is needed, or when a fuel or lube truck is required to facilitate repairs.

7           2. If equipment is not safe to operate, the Contractor shall notify Site Supervisors  
8 and perform standard Lock-Out/Tag-Out procedures.

9           Q.     All work will be performed by the Contractor at the AADS during the hours of  
10 operations, which are as follows:

11                     Monday – Friday from 6:00 am to 6:00 pm

12                     Saturday from 7:00 am to 4:00 pm

13 The AADS is closed on Sundays and on New Year's Day, Thanksgiving Day, and Christmas  
14 Day.

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## Exhibit B



American Avenue Travel Flat Rate	
As of 07/01/2024	
Daily round trip travel time and mileage	\$462.00

Transportation charges to our facility will vary depending on the size, weight and dimensions of the machine.

Parts are sold at Caterpillar list price with the exception of the following: Filters, Ground engaging tools and Undercarriage. Caterpillar and Donaldson discount programs will be utilized. Discount percentages may vary.

AMERICAN AVENUE LABOR RATE AS OF 07/01/2024		
	Am Ave Facility	Quinn Facility
Hour (1 - 8 Hrs.)	\$145.00	\$140.00
Overtime (after 8 Hrs.)	\$217.50	\$210.00
Double Time (after 12 Hrs.)	\$290.00	\$280.00

# Exhibit C

## Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

#### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
  - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and

## Exhibit D

volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

## Exhibit D

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.